

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4576961

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WILLEM ROBERT VAN BILJON	12/13/2011
CHRISTOPHER CONWAY PINKHAM	12/12/2011
RUSSELL ANDREW CLORAN	12/13/2011
MICHAEL CARL GORVEN	12/13/2011
ALEXANDRE HARDY	12/13/2011
BRYNMOR K.B. DIVEY	12/13/2011
QUINTON ROBIN HOOLE	12/13/2011
GIRISH KALELE	12/13/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NIMBULA, INC.
<b>Street Address:</b>	1200 VILLA STREET
<b>Internal Address:</b>	SUITE 160
<b>City:</b>	MOUNTAIN VIEW
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94041
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15692929
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(415)576-0300
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	4155760200
<b>Email:</b>	vaguilar@kilpatricktownsend.com
<b>Correspondent Name:</b>	KILPATRICK TOWNSEND AND STOCKTON LLP
<b>Address Line 1:</b>	TWO EMBARCADERO CENTER
<b>Address Line 2:</b>	SUITE 1900
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94111
<b>ATTORNEY DOCKET NUMBER:</b>	088325-1059583 (139562US)
<b>NAME OF SUBMITTER:</b>	VANESSA M. AGUILAR

PATENT

<b>SIGNATURE:</b>	/Vanessa M. Aguilar/
<b>DATE SIGNED:</b>	09/01/2017
<b>Total Attachments: 6</b> source=Assignment_Nimula#page1.tif source=Assignment_Nimula#page2.tif source=Assignment_Nimula#page3.tif source=Assignment_Nimula#page4.tif source=Assignment_Nimula#page5.tif source=Assignment_Nimula#page6.tif	

**PATENT APPLICATION ASSIGNMENT**

WHEREAS, we, Willem Robert VAN BILJON, a citizen of South Africa; Christopher Conway PINKHAM, a citizen of Great Britain; Russell Andrew CLORAN, a citizen of South Africa; Michael Carl GORVEN, a citizen of South Africa; Alexandre HARDY, a citizen of South Africa; Brynmor K.B. DIVEY, a citizen of Great Britain; Quinton Robin HOOLE, a citizen of South Africa; and Girish KALELE, a citizen of India; hereafter referred to as "**Assignor(s)**", are the inventors of the invention(s) disclosed ("**Invention(s)**") in a patent application entitled:

## Organizing Data in a Virtual Computing Infrastructure

for which an application for a patent of the United States:

- was executed on \_\_\_\_\_;
- is identified by Reed Smith LLP Client/Matter No. \_\_\_\_\_; and/or
- was filed on November 17, 2011, Application No. 13/299,301; and/or
- we hereby authorize and request our attorney of Reed Smith LLP, to insert here in parentheses (Application No. \_\_\_\_\_ filed \_\_\_\_\_) the filing date and application number of the application when known.

(the "**Application**")

and WHEREAS, Nimbula, Inc., having a place of business at 1200 Villa Street, Suite 160, Mountain View, California 94041, ("**Assignee**") desires to acquire the entire right, title, and interest in, to, and under the Application, the Invention(s) and any patent(s) that may be granted thereon;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable and legally sufficient consideration, the receipt of which is hereby acknowledged, we the Assignor(s), have sold, assigned, transferred and set over, and do hereby sell, assign, transfer, and set over to Assignee, its successors, legal representatives, and assigns, our entire right, title, and interest in, to and under:

- (i) the Application;
- (ii) all Invention(s);
- (iii) all divisions, renewals, continuations or other applications claiming the priority of the Application;

(iv) all patents that may be granted on the Application or such divisional, renewal, continuation or other applications;

(v) all reissues and extensions of any such patent;

(vi) all applications for intellectual property or industrial property protection, including, without limitation, all applications for patents, utility models, inventors' certificates, petty patents, design patents or similar legal protection that may hereafter be filed for the Invention(s) in any country or countries including the United States, together with the right to file such applications;

(vii) the right to claim for any patent or application the priority rights of or derived from the Application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, any other international agreement, or the domestic laws of any country in which any such application is filed, as may be applicable;

(viii) all forms of intellectual property or industrial property protection, including, without limitation, patents, utility models, inventors' certificates, petty patents, design patents or similar legal protection that may be granted for the Invention(s) in any country or countries foreign to the United States and all extensions, renewals, and reissues thereof; and

(ix) any and all causes of action and enforcement rights, including all rights to sue, counterclaim, and recover for any past, present and future infringement of, or liabilities for, all Patent(s) utility models, inventors' certificates, petty patents, design patents or similar legal protection to be obtained for the inventions;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any other country's official whose duty it is to issue patents or other evidence or forms of intellectual property or industrial property protection, to issue these to the Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this assignment.

AND WE HEREBY covenant and agree that we will assist in the making and prosecution of any applications for patent, that the Assignee may elect to make, covering any Invention(s); and in prosecution any interference or reexamination that may arise involving the Invention(s), or any application or patent hereby assigned; and that we will execute and deliver to the Assignee any and all additional papers that may be requested by the Assignee to carry out fully the terms of this assignment.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned and that we have not executed, and will not execute, any agreement that conflicts with this assignment.

AND WE HEREBY further covenant and agree that we will communicate to the Assignee, its successors, legal representatives, and assigns, any facts known to us relating to the Invention(s), Application, other applications and/or patents; testify in any legal proceeding; sign all lawful papers; execute all papers required for any divisional, continuing, reissue, and foreign applications; make all rightful oaths, and generally do everything possible to aid the Assignee, its successors, legal representatives, and assigns to obtain and enforce proper protection for the invention(s) in all countries.

IN TESTIMONY WHEREOF, WE set our hands and seals the day and year set opposite our respective signatures.

Date 13 DECEMBER 2011

  
\_\_\_\_\_  
Willem Robert VAN BILJON

Date \_\_\_\_\_

\_\_\_\_\_  
Christopher Conway PINKHAM

Date \_\_\_\_\_

\_\_\_\_\_  
Russell Andrew CLORAN

AND WE HEREBY further covenant and agree that we will communicate to the Assignee, its successors, legal representatives, and assigns, any facts known to us relating to the Invention(s), Application, other applications and/or patents; testify in any legal proceeding; sign all lawful papers; execute all papers required for any divisional, continuing, reissue, and foreign applications; make all rightful oaths, and generally do everything possible to aid the Assignee, its successors, legal representatives, and assigns to obtain and enforce proper protection for the invention(s) in all countries.

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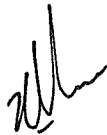
Date \_\_\_\_\_

\_\_\_\_\_  
Willem Robert VAN BILJON

Date 12/12/2011

  
\_\_\_\_\_  
Christopher Conway PINKHAM

Date 12/13/11

  
\_\_\_\_\_  
Russell Andrew CLORAN


Date 13 DECEMBER 2011

  
Michael Carl GORVEN

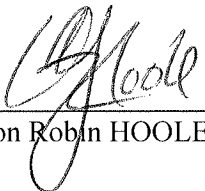
Date \_\_\_\_\_

\_\_\_\_\_  
Alexandre HARDY

Date 13 December 2011

  
Brynmor K.B. DIVEY

Date 13 December 2011

  
Quinton Robin HOOLE

Date \_\_\_\_\_

\_\_\_\_\_  
Girish KALELE

Date \_\_\_\_\_

\_\_\_\_\_  
Michael Carl GORVEN

Date 12/13/2011

*A. Hardy*  
Alexandre HARDY

Date \_\_\_\_\_

\_\_\_\_\_  
Brynmor K.B. DIVEY

Date \_\_\_\_\_

\_\_\_\_\_  
Quinton Robin HOOLE

Date 12/13/2011

*Girish & Kalle*  
Girish KALELE